

**PROJECT NUMBER 40638
AMENDMENT # 1 TO
MASTER PURCHASE AGREEMENT
BETWEEN
CDW GOVERNMENT, LLC
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES**

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Master Purchase Agreement executed on April 4, 2014 (hereinafter referred to as "Master Agreement"), between CDW Government, LLC, an Illinois corporation having its principal place of business at 230 North Milwaukee Avenue, Vernon Hills, Illinois 60061 (hereinafter referred to as "Seller"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, governing authorities, and educational institutions of the State of Mississippi (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State". ITS and Seller are sometimes collectively referred to herein as "Parties".

NOW THEREFORE, ITS and Seller, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

Article 40 "Compliance With Enterprise Security" shall be and hereby is deleted and replaced with the following: "The parties (Seller and Purchaser) understand and agree that all Products and services provided by Seller under this Master Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The parties (Seller and Purchaser) understand and agree that the Purchaser is responsible for maintaining compliance with the State of Mississippi's Enterprise Security Policy. The State reserves the right to introduce a new policy during the term of this Master Agreement and require Seller to comply with same. If Seller is unable or unwilling to comply with the new policy, the parties (Seller and Purchaser) agree to enter into discussions in an attempt to reach an amicable resolution. In the event a mutual agreement is not reached, all parties shall be released from their obligations under the particular supplement."

All other terms and conditions of the Agreement executed on April 4, 2014, shall remain unchanged and in full force and effect.

State of Mississippi, Department of
Information Technology Services on
behalf of the agencies and institutions of
the State of Mississippi

CDW Government, LLC

By: Craig P. Orgeron
Authorized Signature *hgt*

By: Tara K. Barbieri
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: Tara K. Barbieri
Title: Director, Program Sales

Title: Executive Director

Date: June 9, 2014

Date: 3 June 2014